**Date: {Date of Joining}**

# Appointment Letter and Employment Agreement

**Name: {Name}**

**Email: {Email}**

**Contact No: {Contact}**

# Dear {Name},

We are pleased to offer you employment with In Time Tec Visionsoft Pvt. Ltd. As **{Designation}** at our **{Place of Joining}** office located at **{Address}.**

# Joining Date and Salary

You are appointed as **{Designation}** with effect from **{Effective Date}.** Your gross annual cost to company on joining InTimeTec Visionsoft Pvt. Ltd. is **Rs 5,50,000/- (Five Lakh Fifty Thousand per annum only).** The monthly remuneration of the previous month shall be payable within the first week of the subsequent month for those who join within 24th day of the previous month, and if the joining happens after the 24th of the previous month, then the entire remuneration accrued will be payable in the first week of the coming month.

**Internship Period & Confirmation**

Since you have successfully completed your internship period. you shall be a confirmed employee of the company. The company reserves the right to make the change inyour employment if your performance fails to meet the expectations set by the company.

If you, for any reason, leave the Company within two months of confirmation as an employee, then, you shall forthwith to indemnify the company a sum total of the amount you have received as stipend and as salary (Cost to Company) starting from the period you get joined in the company.

# Appraisals

Performance reviews and annual appraisals are done in the month of April and increments are therefore granted on merit according to the company policy.

# Place of Work and Mobility

You shall be based in **{Place of Joining}**, but the Company may, at its sole discretion, depute, assign, and/or transfer you (or your employment) to any other office of the Company in India or overseas or to any affiliate of the Company as it may deem appropriate. In such case, you shall also be bound by any policy of such other office or affiliate, in existence at the date of this agreement or that may be subsequently framed by the Company or the affiliate. You shall be expected to work a minimum of nine (9) hours (including 45 minutes of break) for five (5) days a week. Saturday and Sundays are generally non-working days and in case of necessity to meet business requirements, you shall be required to co-operate and work on such weekends/ holidays accordingly. You can avail compensatory time-off in case you have worked on weekends/ holidays.

# Non-Disclosure and Intellectual Property Rights

As a condition of your employment, you will be required to sign the company’s standard form of employee non-disclosure and intellectual property assignment agreement at the time of your joining. The company retains ownership of intellectual property rights relating to copyrights concerning works undertaken while in the employment of the company. You are also not allowed to carry portable storage devices in and outside of the company premises.

**Non-Compete**

During the term of this Agreement, you shall engage in no business or other activities which are, directly or indirectly, competitive with the business activities of the Company without obtaining the prior written consent of the Company.

**Non-Solicitation**

You agree that for a period of Three (3) years after termination of this agreement, You shall not: (i) divert or attempt to divert from the Company any business of any kind in which it is engaged, including, without limitation, the solicitation of or interference with any of its suppliers or clients, or (ii) employ, solicit for employment, or recommend for employment any person employed by the Company, during the service period and for a period of Three (3) years thereafter.

# Notice Period and Termination

Consequent to confirmation and within two months of internship or probation confirmation, in the case you decide to leave the services of the Company, you will be required to pay the entire indemnification of the company a sum total of the amount you have received as stipend and as salary (Cost to Company) starting from the period you have joined the company in lieu of the notice period along with 60 (sixty) days prior notice to the Company or must pay an amount equivalent to 60 (sixty) days' gross salary. Similarly, if the Company decides to discontinue your services consequent to confirmation, it may do so by serving 60 (sixty) days prior notice or on payment of an amount equivalent to 60 (sixty) days' gross salary/remuneration in lieu of the notice period as per management discretion.

Consequent to confirmation and after two months since confirmation, in the case you decide to leave the services of the Company, you will be required to serve 60 (sixty) days prior notice to the Company or must pay an amount equivalent to 60 (sixty) days' gross salary/remuneration in lieu of the notice period. Similarly, if the Company decides to discontinue your services consequent to confirmation, it may do so by serving 60 (sixty) days prior notice or on payment of an amount equivalent to 60 (sixty) days' gross salary/remuneration in lieu of the notice period as per management discretion.

However, the Company may unilaterally terminate the Employment without any notice or compensation in lieu thereof if you are caught engaging in dishonest or suspicious behavior/misconduct/theft of company products / false representations in the job application.

If there is any form of insufficiency / discrepancy/ false information provided during background verification, the probation period and confirmation thereto is subject to the decision of the Management, unless such insufficiency / discrepancy is rectified, and correct information is provided within a reasonable time-frame.

# Annual Leave

From the day of joining, you shall be entitled to annual leave according to company rules. The company’s holiday year runs from the first day of January to the last day of December.

The number of annual leaves is determined by the number of declared holidays for that business area. The total number of holidays taking into account the declared national holidays and annual leave entitlement for the calendar year is 18 (Excluding all national holidays) for all employees. Employees with less than 1 years’ service receive a proportional amount of annual leave entitlement. Further details will be given to you at the time of your joining the organization.

# Rules and Regulations

Your job will be subject to the policies, rules, and regulations of the company as promulgated and modified from time to time in relation to your conduct, employment, and all other factors.

In addition to the above, all internal policies, rules, and regulations as may be in the operations at the time of your acceptance of the appointment with the company may be amended or altered, with or without notice, from time to time at the discretion of the company and will be applicable to you.

**Standard of Services**

All Services to be provided by you shall be performed with promptness and diligence in an efficient manner and at a level of proficiency to be expected from a person with the background and experience that you have represented to have. The Company shall provide you with all such access to its information and other related documents as may be reasonably required in order to permit you to perform the Services.

**Tools, Instruments and Equipment**

The Company shall provide with the required infrastructure and other related support tools, instruments, and equipment to security unless otherwise agreed between the Parties. You shall diligently take care of all such Company assets provided to you at the time of joining and shall return the same upon your termination of employment/ expiration of this Agreement.

**Representation and Warranty**

You represent and warrant to the Company that you are under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of your services to the Company or it’s clients. You represent and warrant that you will not execute any instrument or grant or transfer any rights, titles and interests inconsistent with the terms and conditions of this Agreement. You further represent that such obligations and contractual arrangements that have a bearing on your employment with the Company have been disclosed to the Company.

**Notice and Address**

All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or mailed (first class postage prepaid) or by electronic mail to the Parties at the following addresses:

If to the Firm: Attention: Human Resources Department Email: Teamhr@intimetec.com

If to the Employee: Attention: **{Name}** Email: **{Email}**

All such notices, requests and other communications, if delivered personally or by mail to the address as provided in this Clause, or if delivered by electronic mail to the email address as provided in this Clause, shall be deemed given upon delivery. The Company and the Employee from time to time may change its address or other information for the purpose of notices to that Party by giving notice specifying such change to the other party hereto.

# Kindly Note

The company is responsible for deducting taxes, Health Insurance PF & any other govt. liability that is binding by the law. The salary paid to you will be calculated by deducting any such payments from your gross salary once your employment is confirmed.

# Acceptance

Please sign the copy of this Appointment Letter and Employment Agreement within the same day of your receipt of this document. We look forward to having you in the **In Time Tec Visionsoft** family.

# Regards,

**In Time Tec Visionsoft (p) Ltd.**

**{HR Name}**

**{HR Designation}**

**I hereby agree to and accept the terms of employment offer and shall report for duty on the {Effective Date}**

# Signature

**Name: {Name}**

# Date: {Effective Date}



**Salary Break-up Letter**

Dear **{Name},**

Your monthly salary details & total cost to company is as follows:

|  |  |  |
| --- | --- | --- |
| **Salary Breakup** | | |
| **Total Annual CTC** |  | **₹ 550,000** |
|  | | |
| **Particulars** | | **Monthly** |
| **Total Monthly CTC (A)** | | **₹ 45,833** |
| **Employee Benefits (Deductible) (B)** | | **₹ 4,252** |
| Health Insurance | ₹ 1,350 |
| Provident Fund (Employer Part) | ₹ 1,800 |
| Gratuity | ₹ 1,102 |
| **Gross Salary (C) = (A) - (B)** | | **₹ 41,581** |
| Basic Salary | ₹ 22,917 |
| House Rent Allowance | ₹ 11,458 |
| Academic Research Allowance | ₹ 2,500 |
| Telephone & Internet Allowance | ₹ 1,500 |
| Other Allowance | ₹ 3,206 |
| **Statutory Deductions (D)** | | **₹ 1,800** |
| Provident Fund (Employee Part) | ₹ 1,800 |
| Professional Tax | ₹ 0 |
| **Net Salary (E) = (C) - (D)** | | **₹ 39,781** |

# Kindly Note:

The company is responsible for deducting taxes, Health Insurance PF & any other govt. liability that is binding by the law. The salary paid to you will be calculated by deducting any such payments from your gross salary.

# Regards,

**In Time Tec Visionsoft (p) Ltd.**

**{HR Name}**

**{HR Designation}**

**I hereby agree to and accept the terms of employment offer and shall report for duty on the {Effective Date}**

# Signature

**Name: {Name}**

# Date: {Effective Date}